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13
14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16 ZELTIQ AESTHETICS, INC.,

17 Plaintiff,

18 vs.
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20 LUXURY LASER CENTER, LLC,
JACQUELINE O'SHAUGHNESSY,
21 HILLARY O'SHAUGHNESSY,
JANNELLE O'SHAUGHNESSY, and
22 SIDNI O'SHAUGHNESSY

23 Defendants.
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CASE NO.: 2:15-cv-01298-APG-CWH

**STIPULATED ORDER TO DISMISS AND
ENTRY OF PERMANENT INJUNCTION**

25 The parties to the above action have reached a settlement of the claims, the terms of which
26 include entry of a Stipulated Permanent Injunction. Accordingly, Plaintiff Zeltiq Aesthetics, Inc.'s
27 and Defendants Luxury Laser Center, LLC, Jacqueline O'Shaughnessy, Hillary O'Shaughnessy,

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1 Jannelle O'Shaughnessy, and Sidni O'Shaughnessy hereby stipulate to entry of the following
2 Permanent Injunction and dismissal of the action as follows:

3 Defendants Luxury Laser Center, LLC, Jacqueline O'Shaughnessy, Hillary
4 O'Shaughnessy, Jannelle O'Shaughnessy, and Sidni O'Shaughnessy (collectively, "Defendants"),
5 are permanently restrained and enjoined from:

6 (a) using the marks Zeltiq®, CoolSculpting®, Cryolipolysis®, or any confusingly
7 similar mark or colorable imitation thereof in connection with the promotion, advertisement,
8 display, sale, or distribution of any goods or services offered by Defendants;

9 (b) performing any act, making any statement, or distributing any materials that are
10 likely to lead members of the public to believe that any device(s) owned or services performed,
11 distributed, leased, or sold by Defendants are associated or connected with Zeltiq, or are sold,
12 licensed, sponsored, approved or authorized by Zeltiq, or provide services that are the clinical
13 equivalent of any goods or services offered by Zeltiq;

14 (c) reproducing, displaying distributing, or creating derivative works from any text,
15 graphics, photographs, videos, or other materials owned by and/or emanating from Zeltiq or its
16 Authorized Providers concerning Cryolipolysis and the results therefrom;

17 (d) otherwise taking any action likely to cause public confusion, mistake, or deception
18 as to the connection, affiliation, sponsorship, approval, or other association of Defendants' goods
19 or services with Zeltiq or its goods or services; This Court shall retain jurisdiction over this matter
20 for the purposes of enforcing the provisions of this Stipulated Final Judgment and Permanent
21 Injunction.

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1 Except as otherwise ordered in this Stipulated Permanent Injunction, the claims asserted by
2 Plaintiff against Defendants are dismissed with prejudice, each party to bear its own costs and
3 attorney's fees.

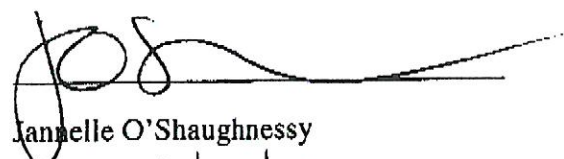
4 Zeltiq Aesthetics, Inc.
5 

6 Printed Name: Christine Narsi
7 Title: Corporate Counsel
8 Date: 6/16/16

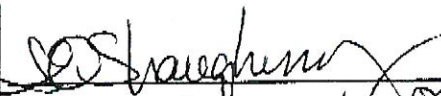


Hillary O'Shaughnessy
Date: 6/15/2015

10 Luxury Laser Centers LLC



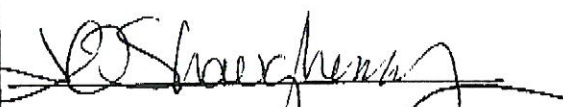
Janelle O'Shaughnessy
Date: 06/15/2016

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13 Printed Name: Jacqueline O'Shaughnessy
14 Title: pres.
15 Date: 06/15/2016

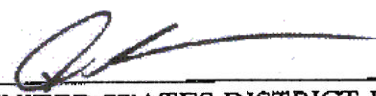


Sidni O'Shaughnessy
Date: 6/15/2016

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18 Jacqueline O'Shaughnessy
19 Date: 06/15/2016

21 DONE AND ORDERED on this 20th day of June, 2016.


24 UNITED STATES DISTRICT JUDGE